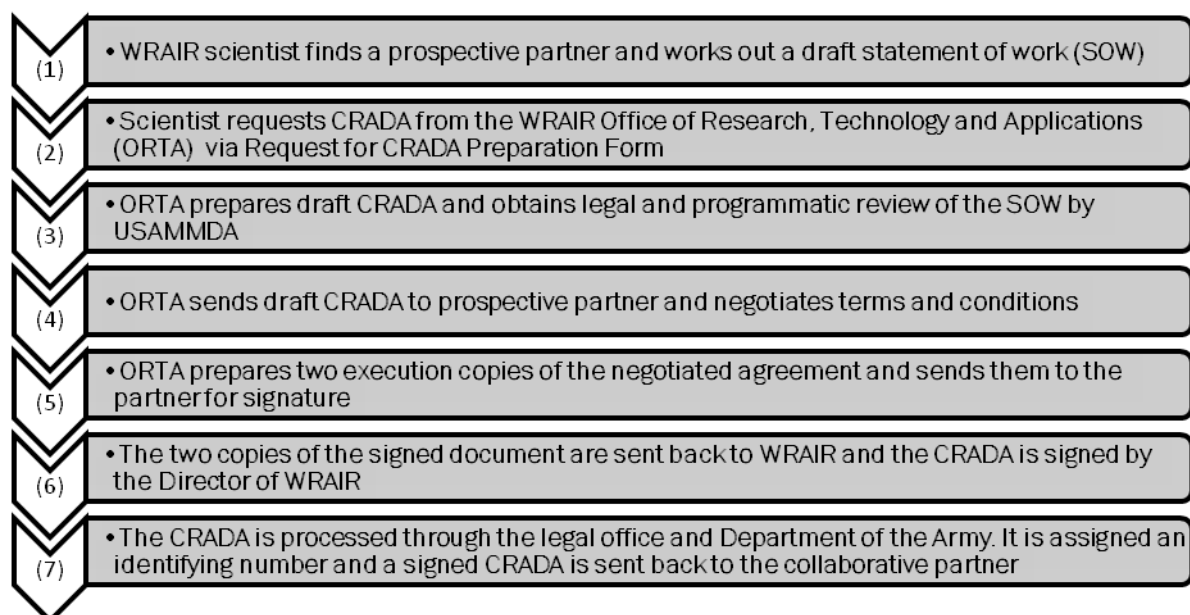


THE WALTER REED ARMY INSTITUTE OF RESEARCH

Cooperative Research and Development Agreement (CRADA)

Since 1980, Congress has made it increasingly easier for scientists in federal laboratories to cooperate with their colleagues in non-federal institutions, such as private industry, universities, and state and local governments by utilizing a CRADA, a collaborative agreement between one or more federal laboratories and one or more non-federal parties under which the laboratories provide personnel, facilities, equipment, or other resources to conduct specific research or development efforts that are consistent with the laboratory's mission.

CRADA Process



1. CRADA for Transfer of Material and/or Information in which WRAIR is the Provider

- This is a one-time transfer to test a Material and/or Information
- Short term agreement– no more than 1-2 years to evaluate a Material/use information once
- No collaboration is contemplated

2. Full CRADA

- This is a formal collaboration with or without reimbursement funds
- Each Party to the CRADA agrees to certain tasks under a Statement of Work (SOW) that is jointly developed by the Parties
- Longer term Agreement– routinely for 3 years, but may be modified after 3 years if the Parties choose to continue to work on the same SOW

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Cooperative Research and Development Agreement (CRADA)

Rules Governing CRADAS

1. There must be one or more federal parties
2. There must be one or more non-federal parties
3. Resources under the CRADA must be used for research and development
4. Funds can flow to the federal party but not from the federal party
5. Research and development conducted under the CRADA must be consistent with the mission of the federal laboratory
6. Preference is given to small businesses
7. Preference is given to businesses that agree to manufacture CRADA inventions substantially in the US
8. Foreign partners are allowed to enter CRADAs on condition that the partner's country allows U.S. entities to enter into R&D agreements and that the foreign partners are not part of the foreign government (in which case the partnership is covered by an International Agreement)
9. CRADAs with foreign partners must be approved by the Office of the US Trade Representative in the Department of Commerce
10. Export Administration Regulations further restrict CRADAs by controlling materials that can be shipped to a foreign government, regardless of the status of the foreign partner
11. Intellectual property (IP) rights in existence prior to a collaboration are retained by the owner of those rights, while any rights to IP newly created under the CRADA (called subject inventions) are negotiated on a case-by-case basis

Non-disclosure of Proprietary Information

1. It is a felony for federal employees to disclose proprietary information (US Code Title 18, Chapter 93, Section 1905). Therefore, any proprietary information provided to a federal employee is protected from disclosure provided that the disclosing party clearly indicates what is proprietary. This federal law only addresses federal employees.
2. Proprietary information in a CRADA, such as Trade Secrets, commercial or financial information that is obtained in the conduct of research, or as a result of activities addressed in the Technology Transfer Act, originating from a non-federal Party participating in a CRADA, can never be disclosed unless the information becomes public knowledge.
3. Data (Subject Data) developed as a result of the research conducted under a CRADA is proprietary for 5 years from the time derived unless both Parties agree to publish or disclose the Subject Data.
4. WRAIR protects government-derived information (technical, economic and or business information) that it considers proprietary by non-disclosure agreements (NDAs). There are two types of NDAs:
 - One-way NDA which WRAIR is disclosing proprietary information to an Outside party
 - Mutual NDA which both WRAIR and the outside Party are disclosing proprietary information to each other

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